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MORTGAGE

Vol. 92 Page 20424

This indenture, made this 28TH day of MAY, 1992 between  
MICKEY & ESTER CUMMINGS  
as Mortgagor, and AMWEST SURETY INSURANCE COMPANY PO BOX 4500, WOODLAND HILLS,  
as Mortgagee, CA. 91365

Witnesseth, that the said Mortgagor for and in consideration of the  
execution of various bonds on behalf of CUMMINGS ROOFING, INC  
by the said Mortgagee, does hereby grant,  
bargain, sell and convey unto the said Mortgagee, successors and assigns  
those certain premises situated in the County of KLAMATH  
State of OREGON, and described as follows:

SEE LEGAL DESCRIPTION ATTACHED

Together with all and singular the tenements, hereditaments and  
appurtenances thereunto belonging or in anyway appertaining, and which may  
hereafter thereto belong or appertain, and the rents, issues and profits  
therefrom, and any and all fixtures upon said premises at the time of the  
execution of this mortgage or at any time during the term of this mortgage;

To have and to hold the said premises with the appurtenances unto the said  
Mortgagee, his successors and assigns forever.

This conveyance is intended as a Mortgage to secure payment of all sums  
which may become due under the General Indemnity Agreement dated  
JULY 27, 1990, the terms of which are incorporated herein.

The Mortgagor warrants that the Mortgage is for an organization or (even if  
Mortgagor is a natural person) are for business or commercial purposes other  
than agricultural purposes.

This indenture is further conditioned upon the faithful observance by the  
Mortgagor of the following covenants hereby expressly entered into by the  
Mortgagor, to-wit:

That Mortgagor is lawfully seized of said premises, and now has a valid and  
unincumbered fee simple title thereto.

And, that he will warrant and defend the same against the claims and demands  
of all persons whomever;

That he pay all sums due under the General Indemnity Agreement and all  
installments of interest thereon promptly as the same become due, according  
to the tenor of said Agreement.

That so long as this Mortgage shall remain in force he will pay all taxes,  
assessments and other charges of every nature which may be levied or  
assessed upon or against the said premises when due and payable according to  
law, and before the same become delinquent, and will also pay all taxes  
which may be levied or assessed on this mortgage or the debt thereby  
secured, and will promptly pay and satisfy any mechanics' liens or other  
incumbrances that might by operation of law or otherwise become a lien upon  
the mortgaged premises superior to the lien of this mortgage.

That he will keep all the improvements erected on said premises in good  
order and repair and will not commit or suffer any waste of the premises  
hereby mortgaged. At the request of the Mortgagee, the Mortgagor shall join  
with the Mortgagee in executing one or more financing statements pursuant to  
the Uniform Commercial Code, in form satisfactory to the Mortgagee and will  
pay for filing the same in the proper public office or offices, as well as  
the costs of all lien searches made by filing officers or searching agencies  
as may be deemed desirable by the Mortgagee.

That so long as this Mortgage shall remain in force he will keep the  
buildings now erected, or any which may hereafter be erected on said  
premises insured against loss or damage by fire, with extended coverage, to  
the extent of the market value in some company or companies acceptable to  
said Mortgagee and for the benefit of both parties hereto as their interest  
may appear, and will deliver all the policies and renewals thereof to said  
Mortgagee.

AFTER RECORDING RETURN TO:

THE BOND EXPERTS  
P.O. BOX 12729  
PORTLAND, OR 97212

2000

Now, Therefore, if the said Mortgagor shall pay all sums which may become due under the General Indemnity Agreement and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a Mortgage to secure the payment of all sums due in accordance with the terms of the General Indemnity Agreement and the performance of the covenants and agreements herein contained; it being agreed that any failure to perform any of the terms of the General Indemnity Agreement or this Mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to Mortgagee the option to declare the whole amount due on said agreement, or unpaid thereon or on this Mortgage, at once due and payable and this Mortgage by reason thereof may be foreclosed at any time thereafter. And if said Mortgagor shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the Mortgagee shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at rate of ten percent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this Mortgage, the court shall, upon motion of the holder of this Mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this Mortgage, first deducting all proper charges and expenses of the receivership.

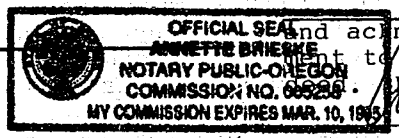
In the event of any suit or action being instituted to foreclose this Mortgage, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event of any appeal, the losing party agrees to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal; in any event the Mortgagor agrees to pay all reasonable costs incurred by the Mortgagee for title reports and title search, all such sums to be secured by the lien of this Mortgage and included in the decree of foreclosure.

In construing this Mortgage it is understood that the Mortgagor or Mortgagee may be more than one person; that if the context so requires, the singular shall be taken to mean and include plural, the masculine pronoun shall mean the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

In witness whereof, the Mortgagor has executed this instrument this 22ND day of JUNE, 19 92; if a corporate Mortgagor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its Board of Directors.

Mickey Cummings  
Ester Cummings

State of Oregon )  
County of Klamath ) ss.  
JUNE 22 19 92  
Personally appeared the above named  
MICKEY CUMMINGS AND ESTER CUMMINGS



and acknowledged the foregoing instrument to be THEIR voluntary act and before me: Annette Brieske  
(notary public)

State of Oregon )  
County of Klamath ) ss.  
Personally appeared Mickey Cummings and Ester Cummings  
for himself and not one for the other, did say that the former is the  
President and that the latter is the secretary of  
Cummings Roofing, Inc. a corporation, and that the seal affixed to the  
foregoing instrument is the corporate seal of said corporation by authority  
of its Board of Directors; and each of them acknowledged said instrument to  
be its voluntary act before me:

(notary public) My commission expires:  
3/10/95  
After recording, please return to:

FOR RECORDER'S USE:

20426

**Mountain Title Company**  
of Klamath County

222 S. 6TH ST. • KLAMATH FALLS, OREGON 97601 • TELEPHONE (503) 883-3401 • FAX (503) 882-0620

**LOT BOOK SERVICE**Date: June 19, 1992  
Order No.: 27876

We have searched our Tract Indices as to the following described property:

**PARCEL 3***personal residence*

A tract of land situated in the NE 1/4 SE 1/4, of Section 23, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of the Northeast quarter of Southeast quarter of Section 23, Township 39 South, Range 9 East of the Willamette Meridian, in Klamath County, Oregon, which point of beginning is marked by the intersection of old fence lines with the center line of the Homedale-Dixon County Road; thence North along the centerline of said county road a distance of 145 feet; thence North 89 degrees 47' East, along a line parallel to and 145 feet distant from the South line of the Northeast quarter of the Southeast quarter of said Section 23, a distance of 300 feet; thence South 145 feet, more or less to the South line of said Northeast quarter of the Southeast quarter; thence South 89 degrees 47' West, along said South line a distance of 300 feet, more or less to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 8th day  
of Sept. A.D., 19 92 at 9:00 o'clock AM., and duly recorded in Vol. M92,  
of Mortgages on Page 20424.

FEE \$20.00

Evelyn Biehn County Clerk  
By Caroline Muckendore

and as of June 8, 1992 at 8:00 o'clock a.m.;